STATE OF HAWAII STATE PROCUREMENT OFFICE HONOLULU, HAWAII

January 9, 2002

TO: Agencies Statewide:

The Executive Branch Department of Education Office of Hawaiian Affairs

Judiciary

FROM: Procurement Officer

SUBJECT: Change No. 2

SPO Price List No. 01-04 (Statewide) Diagnostic Modems and Accessories

(IFB-00-146-SW)

Effective immediately, subject price list is rescinded. Agencies are advised to follow small purchase procedure to obtain equipment requirements.

Robert J. Governs, CPPB Procurement Officer

STATE OF HAWAII STATE PROCUREMENT OFFICE HONOLULU, HAWAII

March 22, 2001

TO: Agencies Statewide:

The Executive Branch Department of Education Office of Hawaiian Affairs

Judiciary

FROM: Procurement Officer

SUBJECT: Change No. 1

SPO Price list No. 01-04 (Statewide) Diagnostic Modems and Accessories

(IFB-00-146-SW)

The Price List is extended for twelve (12) months as follows:

September 1, 2001 through August 31, 2002

Robert J. Governs, CPPB Procurement Officer

STATE PROCUREMENT OFFICE

SPO Price List No. 01-04 (Statewide) Replaces Price List No. PL 98-48

Diagnostic Modems and Accessories

(IFB-00-146-SW)

September 1, 2000 to August 31, 2001

STATE'S COMMITMENT. The following agencies are required to purchase from this price list:

- 1. Executive Branch;
- 2. Department of Education;
- Office of Hawaiian Affairs; and
- 4. Judiciary.

EXCEPTION TO THE PRICE LIST. When the use of the price list is not suited to an agency's purpose, the appropriate purchasing jurisdiction may grant an exception to purchase outside of the price list. Executive Branch agencies shall use SPO Form 5 (dated 9/18/96 or later), "Request for Authorization to Purchase Outside of the Price List", for this purpose.

POINT OF CONTACT. Questions regarding the products listed herein should be directed to the respective vendor.

Procurement questions or complaints may be directed as follows:

	Point of Contact	<u>Telephone</u>	<u>Facsimile</u>
Executive branch agencies:	Alvin Washiashi	586-0571	586-0570
Department of Education:	DOE Procurement	675-0130	675-0133
Office of Hawaiian Affairs	Andra Butera	594-1955	594-1865
The Judiciary:	Newton Sakamoto	538-5805	538-5802

VENDOR CODES for annotation on purchase orders are obtainable from the "Alphabetical Vendor Edit Table Report" available at your department's fiscal office. **Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order. Therefore, when processing an invoice for payment, be sure that the correct vendor code is used.**

PURCHASE ORDERS shall be issued to the following:

<u>Vendor</u>	<u>Address</u>	<u>Telephone</u>	<u>Facsimile</u>
Tundra Communications, Inc.	3375 Koapaka Street, F238-7	836-8632	836-8154
	Honolulu, HI 96819		

Agencies are advised to retain this price list for future reference to specific terms and conditions.

UNIT PRICES shown on this price list include delivery to destination to designated agencies statewide and shall include all applicable cost and taxes except for the Hawaii General Excise

Tax, currently 4%. The amount of General Excise tax may be added to the invoice as a separate line item and shall not exceed the current rate.

"SPO PL No. 01-04" must be typed on purchase orders issued against this price list.

PRICING INFORMATION AND ADJUSTMENT

No price increases will be allowed during the contract term or extension, however in the event of a general price decline, the State will be entitled to reductions given to similar customers. Contractor shall notify the State within five (5) business days of any price decline.

EQUIPMENT

Only General Data Comm equipment specified will be accepted. Other manufacturer's products are not acceptable.

GDC equipment must be available in both standalone and rackmount versions. Prices shall include the cost of cable and adapter interfaces required to interconnect the modems with the Network Management System (NMS).

EQUIPMENT DOCUMENTATION AND MANUALS

The Contractor shall deliver operating instructions and technical manuals for the equipment furnished under this contract to ordering agencies.

OTHER REQUIREMENTS

Contractor must certify that their proposed equipment will operate with the State's current networks.

WARRANTY

- A. Equipment furnished shall be guaranteed by the Contractor for a minimum period of ninety (90) calendar days or as guaranteed by the manufacturer, whichever is longer, against defects resulting from the use of defective or inferior materials or from negligent workmanship, or against all design and manufacturing defects.
- B. The Contractor shall replace or repair on-site any defective workmanship on installation, and at no cost to the State for parts and labor during the warranty period. Warranty period must be a minimum of ninety (90) calendar days or as specified in the manufacturer's warranty, whichever is longer, provided such defects are not due to abuse or negligence on the part of the State.
- C. The proposed equipment shall be maintained by the manufacturer or its designated representative during the warranty period.

QUALITY OF EQUIPMENT

A. Equipment furnished under these provisions and specifications shall be new and free from defects, which may render it unfit for use. Agency shall notify Contractor of any damaged or rejected items, and must replace the items within five (5) working days with items of the quality required by these specifications. The Contractor shall pre-test the equipment in the

manufacturer's location for a period of 48 hours prior to shipping to verify product operability. All equipment supplied shall be labeled and/or embossed with the manufacturer's name, logo, serial number, and/or part number.

- B. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon by the contract.
- C. No payment, whether partial or final, shall be construed to be an acceptance of defective materials and the Contractor shall be liable for any defects.
- D. The State may, at any time, by written order, stop delivery of equipment not conforming to these specifications. Such stop orders shall not relieve the Contractor of its obligation to complete the contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

DELIVERY

The equipment shall be delivered within thirty (30) calendar days after receipt of purchase order to the location of the ordering agency during normal State work days and hours (Mondays through Fridays, excluding State and Federal holidays, between 7:45 am and 4:30 PM) unless otherwise directed by the ordering agency. The Contractor shall indicate the State purchase order number on the shipping document. Prior to delivery, the Contractor shall contact the person responsible for the order to coordinate the delivery.

Upon delivery, the State shall have the right to inspect the equipment to satisfy itself as to the condition of the equipment. Final acceptance is predicated upon installation and operation to the satisfaction of the ordering agency.

"Delivery" means the transportation of all equipment to the site; uncrating; unpacking, removal of crating, packing and skidding; and the positioning of the equipment for installation.

All loading, crating and skidding used in the shipment of the equipment shall be property of the Contractor.

ACCEPTANCE

The Contractor agrees to demonstrate that their proposed equipment will perform as documented in this specification and the manufacturer's official published specifications. Failure of the equipment and system to meet the documented specification will result in, at the State's option, removal of the equipment and system at no expense to the State and with no liability to either party.

In addition to the above, during the installation procedures the Contractor will perform all the other diagnostic routines normally run on a system of this nature and turn the equipment over to the State in a certified and good working order. The Contractor must certify in writing to the State that the equipment has been properly installed and is ready for use.

The Acceptance Test period shall begin following certification that the equipment is installed and ready for use. The State's acceptance test shall consist of operating the equipment in conformance with the manufacturer's published performance specifications and capabilities that meets the technical specifications as stated in this IFB. The Acceptance Test period shall end with the successful operation of the equipment.

Equipment shall not be accepted by the State and no charges will be paid by the State until the equipment has satisfactorily passed the Acceptance Test.

At the time of acceptance, the equipment shall be fully operational. Final acceptance shall be given after the equipment is fully operational. The State shall notify the Contractor of the State's acceptance of the installed equipment and authorize the issuance of the payment.

SITE PREPARATION

The State shall, at its expense, have the site prepared and ready for installation of the equipment. The Contractor must provide preparation specifications in such detail and in such time as to allow the State sufficient time to have the site properly prepared.

INSTALLATION OF EQUIPMENT

"Installation" means the hookup or plug in of all electrical and other connections for each piece of equipment and proper attachment of any subassemblies to the equipment so that the equipment is operable and ready for used by the State.

The Contractor must notify the State of the date that the equipment is installed, in good working order and is ready for use. The Acceptance Test period shall begin on that date unless specified otherwise.

The State reserves the option of purchasing the equipment only and not purchasing installation or maintenance. Therefore the unit prices for purchase of the equipment, installation and annual maintenance shall be determined independently of each other. Acceptance of the Contractor's installation or annual maintenance unit prices shall be optional to the State.

MANDATORY SUPPORT REQUIREMENTS

All equipment shall be installed at locations designated by the State.

In order for the State to determine site power and air conditioning needs, the Contractor shall specify the power and air conditioning requirements for each piece of equipment to be installed. The information provided shall include, but not be limited to the following:

- Line Voltage-tolerance, phase
- Line Frequency-tolerance
- Line current-maximum starting and operating
- Power Factor
- Required Supply Circuit-circuit breaker capacity requirement
- BTU/HR-operating and Standby
- Power Cord-maximum length, number of gauges or wires, receptacle type
- Other Requirements-equipment grounding requirements

The State shall make the final determination on the power, cooling and floor space that is made available for the equipment.

When applicable, standard 19-inch cabinets must be utilized.

In order for the State to effectively control its combined resources, the Contractor shall provide technical guidance, training, and assistance in:

- 1. Installation planning advice including physical environment and site preparation and installation coordination to minimize system and equipment service outages and reduce the disruption of normal operations.
- 2. Direct support of the installation, testing, and implementation of the Contractor's public domain and proprietary software; provide backup technical assistance to resolve problems encountered in using the delivered software.

EQUIPMENT SUPPORT/ MAINTENANCE

Contractor shall maintain an adequate inventory of spare and repair parts and such tools and instruments, as necessary, to properly and efficiently maintain the equipment. Only new standard parts or parts of equal quality shall be used in effecting repairs.

Contractor shall include in its offer, an annual maintenance cost covering all parts and labor used based on a predetermined fee. Decision to purchase maintenance shall be at the State's option prior to expiration of the warranty period. Contractor shall notify agency of the pending expiration of their warranty.

The certified maintenance staff shall be based on the island of Oahu and shall also be available for maintenance calls to the neighbor islands. Neighbor island support can be third party, however, third party maintenance staff shall be trained and qualified by the manufacturer in installing and trouble shooting the equipment and/or network components.

The Contractor's maintenance staff, including possible third party support, shall be able to respond on an on-call basis, Monday through Friday, between the hours of 7:00 a.m. to 6:00 p.m., Hawaii Standard Time. The State requires that the maintenance staff call back within thirty (30) minutes after the initial trouble call. If the State requires on-site assistance, the bidders' maintenance staff shall respond within two (2) hours on-site from call back, unless other arrangements have been made during the call back conversation, with the State's approval.

The maintenance technician shall escalate the trouble call to the next higher level of maintenance support if the equipment cannot be repaired within four- (4) hours of reaching the failing equipment.

ACCEPTANCE

The Contractor agrees to demonstrate that their proposed equipment will perform as documented in this specification and the manufacturer's official published specifications. Failure of the equipment and system to meet the documented specification will result in, at the State's option, removal of the equipment and system at no expense to the State and with no liability to either party.

In addition to the above, during the installation procedures, the Contractor will perform all the other diagnostic routines normally run on a system of this nature and turn the equipment over to the State in a certified and good working order. The Contractor must certify in writing to the State that the equipment has been properly installed and is ready for use.

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LIQUIDATED DAMAGES

Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every work day the Contractor delays in the completion of any item of its contract after the required date of said completion.

INVOICING

Contractor shall forward an original and three copies of the invoice directly to the ordering agencies.

PRICE LIST AVAILABLE ON HAWAII FYI. Agency with a computer and modem may retrieve a copy of this price list via the State's **Hawaii FYI** electronic gateway by dialing the following modem number:

Hawaii	974-6640
Kauai	274-3600
Maui	984-2000
Oahu	587-4800

At the main menu select *Hawaii Internet Services Menu*, then click on *State Price Lists* for the current listing. If assistance is required to access Hawaii FYI, call the ICSD Assistance Center at 586-1919 from Oahu and 1-800-252-1132 from the neighbor islands.

This price list is also available on the **Internet at**

"www.state.hi.us/icsd/dags/prices/pricelst.html".

ROBERT J. GOVERNS, CPPB Procurement Officer

PART A: PURCHASE PRICE

All items are General Data Communication Equipment.

Model Nos. of Items	Unit Bid Price	Install. Cost *	Annual <u>Maintenance</u> *	<u>Total</u>
NMS 510	\$ <u>1,325.25</u>	\$ <u>112.50</u>	<u>\$138.00</u>	<u>\$1,575.75</u>
NMS 510 (R)	\$ <u>1,280.10</u>	\$ <u>112.50</u>	<u>\$135.60</u>	\$1,528.20
Data Comm 554	\$ <u>1,179.57</u>	\$ <u>112.50</u>	<u>\$204.00</u>	\$1,496.07
Data Comm 554 (R)	\$ <u>1,129.57</u>	\$ <u>112.50</u>	<u>\$204.00</u>	\$1,446.07
ASC-3	\$ <u>175.40</u>	\$ <u>15.00</u>	<u>\$ 21.36</u>	\$ 211.76
DS-1	\$ <u>974.50</u>	\$ <u>75.00</u>	\$ 90.00	<u>\$1,139.50</u>

PART B: ANNUAL MAINTENANCE FOR CURRENT EQUIPMENT

Model Nos. of Items	Annual <u>Maintenance</u>	
NMS 553D-1	\$ 203.40	
NMS 553D-1 (R)	\$ <u>186.00</u>	
NMS 2020	\$ 93.00	
NMS 2020 (R)	\$ 93.00	
NMS 2020A	\$ 100.80	
NMS 2020A (R)	\$ 96.48	
NMS 9600	\$ <u>194.40</u>	
NMS 9600 (R)	\$ <u>187.44</u>	
NMS 9610	\$ 265.20	
NMS 9610 (R)	\$ 258.72	
NMS 14433	\$ 299.40	
NMS 14433 (R)	\$ <u>291.60</u>	

Model Nos. of Items	Annual <u>Maintenance</u>
NMS 19202A	\$ <u>541.20</u>
NMS 19202A (R)	\$ 533.40
MAU-1A	\$ <u>51.00</u>
NIC	\$ <u>1.25</u>
NIC Cables	\$ <u>1.25</u>
Netcon 7 HDW	\$ <u>12,786.00</u>
Netcon 7 SFW	\$ 2,052.00
Small System Controller SFW	\$ <u>1,674.00</u>